

Sira Taluk	...	...	Hulikunte Hobli.	'
Chiknayakanhalli Taluk	..	..	Chiknayakanhalli Hobli.	
			Settikere	do
			Kandikere	do
			Handankere	do
			Huliyar	do
Gubbi Taluk	...	...	Dandinsivara	do
"			Kadaba	do
			Hagalvadi	do
Tiptur Taluk	...	...	Tiptur	do
			Honnavalli	do
			Kibbanahalli	do

For conditions of sale, see detailed Notification dated 7th April 1925, published by the Conservator of Forests (pages 303 to 306, Part VI of the *Mysore Gazette*, dated 16th April 1925.

B. NARASIMHA IYENGAR,
District Forest Officer.

MYSORE DISTRICT.

Notification dated 10th November 1925.

It is hereby notified for general information that consequent on the failure on the part of the original contractors to pay up the 1st khist due on 1st November 1925, as required by condition 10 of the sale Notification dated the 7th April 1925, the right of collecting and removing Thangadi and Kakke barks of the marginally noted Taluks of the District, for 1925-27, will be resold at the risk of the original purchasers, at 2 P.M., on the 30th November 1925, by the Deputy Commissioner, Mysore District, or an Assistant Commissioner deputed by him in the District Forest Office, Mysore.

As regards conditions of the sale, etc., please see pages 317 to 320, Part VI of the *Mysore Gazette*, dated the 23rd April 1925.

H. S. NARAYANA RAO,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 12th November 1925.

It is hereby notified for general information that the exclusive right of collecting Thangadi and Kakke barks in Hassan, Belur, Manjarabad and Arkalgud Taluks and Alur Sub-Taluk for 1925-27 will be resold at the risk of the original purchaser at 2 P.M. on Monday the 30th November 1925 at the Sandal Koti, Hassan, by the Deputy Commissioner, Hassan, or any other Assistant Commissioner deputed by him in conjunction with the District Forest Officer, Hassan, as the original purchaser has failed to pay the khist falling due on 1st November 1925, as per sale conditions, in spite of notices issued to him in this behalf.

For further particulars, attention is invited to the detailed notification, dated the 7th April 1925, which will be read out at the time of resale.

M. A. VARADACHAR,
District Forest Officer.

SHIMOGA DIVISION.

Notification dated 5th November 1925.

Sealed tenders are invited for the purchase of the following quantities of Nandi timber available at the Timber Depot, Shimoga, up to 2 P.M., on 30th November 1925:—

Kind	Class	Description	Quantity	
			No.	C.ft.
Nandi	I	Logs of 15' and above in length and 4' and above in girth, sound logs	130	2,761
	II	Logs of below 15' and up to 12' in length and sound; 4' and above in girth	238	5,127
	III	Logs of below 12' in length and 4' and above in girth and sound	41	814
	IV	Logs. Sound poles below 4' in girth	163	2,204
	V	Logs. Unsound logs and poles	62	1,071
Total			644	11,977

N.B.—These quantities are more or less.

Conditions.

1. The rate must be per cubic feet.
2. Tenders of defaulters on account of previous sales will be summarily rejected.
3. Each tender must be accompanied by a sum of Rs 500, in currency notes as earnest money. In default, it will be rejected. Covers containing the tenders should be addressed to the District Forest Officer, Shimoga, and should be duly registered, insured and superscribed "Tender for the purchase of Nandi timber in the Shimoga Depot."
4. The name and address of the tenderer must be clearly and fully given.
5. The final acceptance of the tender will rest with the Conservator of Forests.
6. Tenders will be opened by the District Forest Officer, at 2 P.M., on 30th November 1925 and in the presence of such of the tenderers as may be present.
7. The acceptance of the tender will be duly communicated to the successful tenderer and the earnest money of the unsuccessful tenderers will be returned immediately.
8. Within a week of the receipt of notice of the acceptance of the tender, the successful tenderer shall credit into Government Treasury, one-fourth of the total sum including the earnest money already paid. In case of default, the acceptance of the tender will be cancelled, the earnest money forfeited and the right resold.

The balance of three-fourths sum should be paid within one month from date of acceptance of the tender.

Clauses 8 to 11 of notification, dated 15th August 1925, published in pages 669 and 670 of Part VI of the *Mysore Gazette* No. 35, dated 27th August 1925, will be applied in cases of default of payment of the full amount and non-removal of timber.

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SALE OF TIMBER.

Notification dated 9th November 1925.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following Depots by the District Forest Officer, Shimoga Division, on the dates noted against each Depot:—

Serial No.	Name of Depot	Date of sale	Quantities of timber		Remarks hours of sale
			Teak	Other kinds	
1	Shimoga Depot	7th December 1925	500 C. ft.	20,000 C. ft.	8 A.M. to 11 A.M., and 2 P.M. to 5 P.M.
2	Shimoga Saw-mill	8th December 1925			
		Rafters	1,000	5,000	
		Planks	4,000 S. ft.	3,000 S. ft.	
		Reapers	8,000	8,000 R. ft.	More or less

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the *Mysore Forest Regulation*. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulters of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale whichever is later. In case of purchases above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th May 1926. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Notification dated 9th November 1925.

It is hereby notified for information that the right of collection and removal of bamboos in the undermentioned State and District Forests of the Shimoga District, for the calendar year 1926, will be sold by public auction by the District Forest Officer, at the District Forest Office, on 9th December 1925 :—

Name of Range	Name of forest	Description of block	Minimum quantity to be purchased		Remarks
			Big bamboos	Small bamboos	
Saarebyle	Saarebyle	Coupe I, Compartments 1, 6 and 7	..	50,000	The boundaries of Working Circles will be let known at the time of sale.
		Whole forest	10,000	..	
Shankar	Shankar	Coupe III, Compartments 20, 23 and 6.	..	75,000	
		Settiballi Felling Series	5,000	..	
		Malesbankar do	5,000	..	
	Puradhal	Coupe III, Puradhal F. S.	..	50,000	
Ayasur	Kumai	Tirganamadu F. S.	..	5,000	
		Doddi Felling Series	..	5,000	
Hanagere	Hanagere	Hanagere Eastern F. S.	10,000	..	
	Kudi	Whole Forest	..	10,000	

1. The sale is subject to the confirmation of the Conservator of Forests, who reserves to himself the power of accepting or rejecting any bid without assigning any reason therefor.

2. The highest bidder shall deposit ten per cent of the lease immediately the sale is concluded. If he fails to do so, the produce will be resold at his risk in which case, he shall not participate in any profit arising therefrom, but on the other hand shall be liable for any loss that may thereby be caused to Government, which will be recovered as an arrear of revenue demand.

3. The successful purchaser or lessee shall pay the balance of the lease in three monthly instalments, failing which, the amount deposited or the whole amount paid already, as the case may be, will be forfeited to Government and the right resold subject to the conditions stipulated in para 2 *supra*. The first instalment should be paid within five days from the date on which the confirmation of sale is intimated to him.

4. The lessee shall sign an agreement binding himself to observe the following conditions and it shall be executed within a week from the date on which the confirmation of sale may be intimated to him; in default, the money paid by him will be forfeited to Government and the right disposed of by resale at his risk as defined in paras 2 and 3 *supra*. The lessee shall not be allowed to enter the forest and cut bamboos until he has executed the agreement and further paid the first instalment of lease amount.

(a) The bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a "permit to remove" is issued. Removal without such permits will be an offence to be dealt with according to law.

(b) The lessee shall not cut bamboos outside the limits of the block to which the lease refers.

(c) The lessee will be personally held responsible for the acts of his agents or servants or coolies in the business of collection and removal of bamboos and for preventing the cutting of clumps under two years, by himself, his agents, servants or coolies.

(d) The lessee shall not sell the right purchased by him to other person or persons or appoint any agent or agents to work for him, without obtaining the previous permission in writing of the District Forest Officer.

(e) The lessee shall collect and remove the full quantity purchased from the limits of the forest before the end of December 1926. No permission will be granted for cutting and collecting of bamboos after the 31st December 1926; but in very exceptional cases, an extension of time not exceeding three months will be granted by the Conservator of Forests only for removal.

(f) The lessee shall accept the minimum quantity fixed in the notification as available in the block or area concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he will pay for the excess quantity at auction sale rates.

(g) The lessee shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(h) The lessee will be held responsible for the occurrence of any fire within the forest if there is sufficient ground for the Forest Department to suspect that it was caused by his negligence or by that of his employees.

(i) Neither the lessee nor his employees shall enter the forest either before sunrise or after sunset.

(j) The lessee shall deposit Rs. 100 (one hundred only) as security for the due fulfilment of the conditions of the lease. In the event of the breach of any of the above conditions, the money deposited as security shall be forfeited to Government in whole or part as the Conservator of Forests may decide and the lease liable to be cancelled.

5. No bamboos should be collected between 15th February and 30th April in the State Forest.

6. The sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise of the rights of the villagers.

7. The highest bidder shall at the close of the sale, also credit into Treasury local cess one anna per rupee, railway cess at three pies per rupee and education cess at six pies per rupee on the entire sale amount. In default the deposit will be forfeited and the right resold subject to the conditions stipulated in para 2.

K. R. VENKATA RAO,
Ag. District Forest Officer.